IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(Northern Division)

MERCIER'S INCORPORATED	)	
	)	
Plaintiff	)	
	)	
v.	)	Case No. WMN-15-2706
	)	
GERALD L. REEVES, et al.	)	
	)	
Defendants	)	
______________________________	)	

FOURTH MOTION FOR EXTENSION OF
TIME TO REOPEN OR SET STATUS CONFERENCE

NOW COMES MERCIER'S INCORPORATED, Plaintiff, by and through undersigned counsel, to file this Fourth Motion for Extension of Time to Reopen or Set Status Conference, and in support thereof states as follows:

1. On September 14, 2015, Plaintiff filed its Verified Complaint in this matter seeking a temporary restraining order and injunctive relief in connection with alleged violations of restrictive covenants entered into during the time that Defendants were employed by Plaintiff. (*See* ECF No. 4).

2. Following a hearing on Plaintiff's motion for temporary restraining order, counsel for all parties jointly requested additional time to, *inter alia*, explore the possibility of settlement.

3. On November 5, 2015, counsel informed the Court by telephone that the parties had reached settlement of the above-captioned matter and were in the process of drafting and exchanging agreements to such effect. To that end, on even date this Court entered an Order of dismissal without prejudice. (*See* ECF No. 15).

4. Per the Court's Order, dismissal was "without prejudice to the right of a party to move for good cause within 30 days [i.e., on or before December 7, 2015] to reopen this action if settlement is not consummated. If no party moves to reopen, the dismissal shall be with prejudice." (*Id.*).

5. Although following the date of the Court's Order the parties agreed to settlement terms and exchanged documents, Plaintiff did not receive executed settlement agreements from all Defendants in advance of the imposed deadline.

6. In light of the impending deadline, on December 4, 2015, the undersigned filed with this Court a Motion for Extension of Time to Reopen, seeking an additional fifteen (15) days' time after which, assuming that no party moved to reopen, the Court's dismissal without prejudice would convert to dismissal with prejudice. (*See* ECF No. 16). The Court granted Plaintiff's Motion on December 7, 2015. (ECF No. 17).

7. Since the date of the Court's Order granting the extension, and continuing after a subsequent request for extension was filed (ECF No. 18) and granted (ECF No. 19), counsel for Plaintiff has repeatedly reached out to counsel for Defendants to inquire as to the status of the settlement agreements. Unfortunately, counsel for Plaintiff's numerous calls and e-mails have—until recently—gone unanswered, and Plaintiff still has not received signed agreements.

8. Following a phone call from the Court on January 4, 2016, counsel for Defendants responded by e-mail indicating that he hoped to have signed agreements shortly. Counsel for Defendants sent a second e-mail on even date.

9. Notwithstanding such communication, between January 4, 2016, and the date hereof, counsel for Defendants has failed and refused to respond to the undersigned—despite numerous e-mails and phone calls.

10. In light of the foregoing, and in lieu of filing a motion to reopen or motion to enforce the parties' settlement agreement, Plaintiff respectfully requests an additional fifteen (15) days' time to consummate the parties' settlement, after which, assuming Defendants have not returned signed settlement documents, Plaintiff will file a motion to enforce the settlement agreements.

11. Alternatively, Plaintiff requests that, if counsel for Defendants fails to respond within such fifteen (15) day period, the Court set a status conference to inquire about the consummation of the parties' settlement.

12. In accordance with Local Rule 105(9), counsel for Plaintiff reached out to counsel for Defendants to inquire as to his position on the instant Motion; counsel for Defendants did not respond to such inquiry prior to the filing of the instant Motion.

WHEREFORE, for the foregoing reasons, Plaintiff Mercier's Incorporated, respectfully requests that this Honorable Court:

A. GRANT Plaintiff's Fourth Motion for Extension of Time to Reopen or Set Status Conference;

B. EXTEND by fifteen (15) days, to wit: until February 4, 2016, the deadline for the parties' to exchange executed settlement agreements or move to enforce the settlement agreements; or in the alternative

C. EXTEND by fifteen (15) days, to wit: until February 4, 2016, the deadline for the parties' to exchange executed settlement agreements and, in the event executed agreements are not exchanged within such time, set the matter in for a status conference; and

D. GRANT such other and further relief as justice and this cause may require.

Respectfully submitted,

Dated: January 20, 2016

/s/

Russell B. Berger (Bar No. 28512)
Darren H. Weiss (Bar No. 29848)
Offit Kurman, P.A.
300 East Lombard Street
Suite 2010
Baltimore, Maryland 21202
Telephone: (410) 209-6400
Facsimile: (410) 209-6435
rberger@offitkurman.com
dweiss@offitkurman.com

Attorneys for Plaintiff Mercier's Incorporated

CERTIFICATE OF SERVICE

THIS WILL CERTIFY that on this 20th day of January, 2016, a copy of the foregoing was served via electronic mail to:

William B. Fecher
Statman, Harris, & Eyrich, LLC
3700 Carew Tower
441 Vine Street
Cincinnati, Ohio 45202
wbfecher@statmanharris.com

Attorney for Defendants

/s/
Darren H. Weiss